

**EMPLOYMENT AGREEMENT  
BETWEEN OLD DOMINION UNIVERSITY AND  
KAREN BAREFOOT**

This Agreement dated effective as of the 10<sup>th</sup> day of June, 2013 describes the terms of employment between KAREN BAREFOOT ("COACH") and Old Dominion University ("UNIVERSITY"). The agreement initiates the COACH's term of employment as Head Women's Basketball Coach, a professional faculty position at the UNIVERSITY. This Agreement constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement shall be binding upon the parties unless contained herein or set forth in the form of written amendment(s) to this Agreement, executed by both parties prior to becoming effective.

**I. TERM OF EMPLOYMENT**

- A. The UNIVERSITY will employ COACH as Head Women's Basketball Coach for a term of approximately five (5) years beginning June 10, 2013 and ending on June 9, 2018, with a one year rollover on or before June 9, 2014 at the discretion of the Director of Athletics pending satisfactory, annual performance review, and a one year rollover on or before June 9 each year thereafter at the discretion of the Director of Athletics pending satisfactory, annual performance review. The term of this Agreement, as from time to time extended, is hereafter referred to as "the term of this Agreement" or "the term hereof."
- B. The parties agree that Agreement will be reviewed every three (3) years to ensure continued equity to each party; provided, however, that the Agreement may not be amended except in a writing signed by each of the parties.
- C. The COACH accepts employment in this position and agrees to faithfully and diligently perform the duties of Head Women's Basketball Coach, as set forth herein.
- D. At the expiration of the term of this Agreement, both parties understand and agree that the COACH's employment with the UNIVERSITY shall terminate, and that there are no understandings or obligations to continue that employment. The COACH's employment shall continue after the term of this Agreement only if there is a fully executed amendment to this Agreement.
- E. Except as otherwise provided herein, the policies and procedures as described in the [Old Dominion University Faculty Handbook]<sup>1</sup> and modified or amended by subsequent revisions thereof and communicated to COACH, are expressly incorporated in and made a part of the terms and conditions of this agreement. Excepting, however, that no policy or procedure relating to annual leave, faculty grievance procedure, notice of non-renewal of contract, or termination of employment shall be applicable to COACH. COACH's employment relationship shall be controlled only by this document; appropriate University policies not

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<sup>1</sup> Please provide.

specifically excluded herein, [State of Virginia Appropriations Act]<sup>2</sup>, and other applicable law and policy of the State of Virginia.

## II. DUTIES

The COACH is hereby employed by the UNIVERSITY as Head Women's Basketball Coach with the expectation that COACH assumes responsibility for the academic credibility of student-athletes participating in the basketball program. Such matters as class attendance, progress toward a degree and graduation rates will be reviewed annually by the Director of Athletics or designee. Moreover, the retention of student-athletes on basketball scholarships is considered an important part of COACH's responsibility. COACH shall also provide leadership and supervision to ensure that all assistant coaches, staff, student-athletes and other persons associated with the Women's Basketball program comply with the NCAA constitution, bylaws, rules, regulations, policies and directives. COACH shall immediately report to the Director of Athletics or to the Associate Athletics Director-Compliance any suspected violation of a material nature of any of the foregoing constitution, bylaws, rules, regulations, policies or directives. The Coach agrees that she shall forfeit one week's base salary each time one of her assistant coaches or staff commits a knowing or willful major violation of the regulations, or bylaws of the NCAA, as determined by the University in its sole and reasonable discretion. Other duties and responsibilities shall include the following:

- A. Provide the UNIVERSITY with her most dedicated and conscientious service in the capacity of Head Women's Basketball Coach and other duties reasonably assigned by the Director of Athletics and consistent with her duties as Head Coach, and perform her duties in a manner consistent with UNIVERSITY rules and regulations, federal and state statutes, conference rules and regulations, NCAA rules and regulations, and within the traditional high standards associated with her profession. COACH shall also complete the [Campus Security Authority Training (hereinafter "CSA")]<sup>3</sup> within six (6) months of the execution of this Agreement.
- B. (Cleary Act/Campus Security Authority)
- C. In consultation with the Department of Athletics, maintain responsibility for the fiscal and budgetary functions of the basketball program.
- D. Use her best efforts to ensure that all academic standards, requirements and policies of the UNIVERSITY are observed by her and members of her coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current student-athletes for the basketball program.

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<sup>2</sup> Discuss Virginia Appropriations Act and clarify its interaction with the termination procedures set forth in this Agreement. Compensation issues regarding continuing appropriation of Commonwealth funds by the General Assembly

<sup>3</sup> Please provide information regarding this requirement.

- E. Conduct herself and the basketball program at the UNIVERSITY in accordance with the constitution and bylaws of the conference in which the UNIVERSITY competes in basketball, and in accordance with the constitution and bylaws of the NCAA, all state and federal laws, and the UNIVERSITY's policies and procedures.
- F. Use her best efforts to coach and train student-athletes to compete successfully against other Division I college teams in a quality basketball program.
- G. Use her best efforts to ensure that basketball assistant coaches, basketball administrative/support staff, and student-athletes in the basketball program conduct themselves in a sportsmanlike manner and in other ways that will result in a positive image for the UNIVERSITY both on and off the court.
- H. Maintain and enforce any and all disciplinary policies and drug policies of the UNIVERSITY, the Department of Athletics and the basketball program.
- I. Use her best efforts to develop and maintain a successful basketball program that attracts spectator interest and attendance, public support through donations and endowments, and media coverage, and that generates substantial revenue for the UNIVERSITY's Department of Athletics. Such responsibility includes the responsibility to make public appearances, speak on behalf of the basketball program, speak with the media, and assist in the promotion of ticket sales for the UNIVERSITY's basketball games.

### **III. PARTICIPATION IN DECISION-MAKING**

The parties recognize that many factors may influence the COACH's ability to perform successfully her duties under this Agreement. Therefore, it is agreed that the COACH will be entitled to participate and have input into the following activities to the extent set forth below:

- A. In order to successfully support the basketball program, the UNIVERSITY agrees to allow the COACH to assist in raising the necessary funds to support the basketball program. To that end, the COACH can assist in identifying program needs, establish fundraising goals, and implement plans for achieving those goals.
- B. The COACH shall have the opportunity to provide input into the design and development of any and all facilities owned by the UNIVERSITY that are for the exclusive or partial use of the basketball program. The COACH can also recommend capital projects and participate in the development and implementation of capital campaigns for basketball related facilities.
- C. The COACH shall have autonomy to arrange the scheduling for the basketball program. Before finalizing any scheduling arrangements, the COACH shall submit them to the Director of Athletics for final approval, which approval shall not be unreasonably withheld or

delayed.

- D. Upon COACH's request, UNIVERSITY shall make efforts for funding to be available for any incoming freshman student-athlete to attend the UNIVERSITY either the spring semester if the incoming student athlete graduates high school in December or summer school following her high school graduation in the spring prior to the fall semester in an effort to increase their likelihood of obtaining a degree from UNIVERSITY. UNIVERSITY agrees to engage in consistent communication with COACH regarding the need for certain upper class student-athletes to attend summer school as well. This will be contingent on the amount of monies available to provide scholarships for summer school.

#### **IV. ASSISTANT COACHES AND SUPPORT STAFF**

- A. The COACH shall have the authority to hire and terminate assistant basketball coaches, the Director of Basketball Operations and the Women's Basketball Administrative Assistant, subject to the approval of the Director of Athletics, whose approval of such decisions shall not be unreasonably withheld or delayed.
- B. COACH shall have the ability to supplement the pay for assistant basketball coaches through their participation in summer camps; and as part of the bonus structure herein described.
- C. COACH shall be permitted to use her [discretionary funds- ODAF funds]<sup>4</sup> to provide annual development trip(s). COACH shall have the discretion to use these funds to pay for the basketball coaching staff to attend coaching conventions, clinics and other events designed to promote coaches' professional development pending approval of the Director of Athletics or designee.
- D. COACH shall ensure that all current assistant basketball coaches complete CSA training within six (6) months of the execution hereof; and all newly hired assistants within six (6) months of their employment effective date subject to and eligible for standard UNIVERSITY raises.

#### **V. COMPENSATION AND BENEFITS**

- A. The UNIVERSITY shall pay to the COACH, as salary in consideration for her services as Head Women's Basketball Coach as follows: a base salary of One Hundred Seventy-five Thousand Dollars (\$175,000), payable in accordance with the normal payroll practices of the UNIVERSITY. Following the initial year of the term of this Agreement, the COACH shall be eligible each year during the Term for merit raises and/or salary increases based on an evaluation of her performance by the Director of Athletics, or designee, during the annual salary review periods. The evaluation criteria will be comparable to the criteria used for others who are evaluated by the Director of Athletics, or designee. COACH acknowledges that retirement and health benefits provided by the Commonwealth will be, during the term of this Agreement, based on the base salary components of her compensation exclusive of

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<sup>4</sup> Please provide information regarding available discretionary funds. ODAF funds

media income.

- B. COACH is entitled to two (2) days of annual leave at the end of each calendar month of service. Any accumulated, but unused, annual leave days not taken prior to June 30th will not be carried forward. It is the responsibility of COACH to schedule the use of accumulated annual leave.
- C. The COACH shall be eligible to participate in all employee-related benefits normally available for University staff, including group family health insurance, group life insurance, and retirement program calculated at the then-current base salary . Participation in such benefits is subject to all employment policies for employees of the UNIVERSITY, to the extent not inconsistent with the terms hereof. The COACH acknowledges that the employee-related benefits provided by the UNIVERSITY are subject to change from time to time by the UNIVERSITY exclusive of media income.
- D. The COACH will be provided a courtesy vehicle if there is one available. If a courtesy vehicle is not available COACH will receive a travel allowance of \$650.00 per month. By accepting this vehicle or allowance COACH hereby agrees to adhere to the University [policy (Policy #1050 "Business Related Travel Allowance")]<sup>5</sup> pertaining to courtesy vehicles and travel allowances. The fair value of any personal use of the vehicles will be reported for income tax purposes.

## **VI. PERFORMANCE BASED COMPENSATION**

- A. Each year during the term hereof, in addition to the COACH'S base salary, the Coach is eligible for the following incentive bonuses listed below which are cumulative:
  - i. Number one seed entering the season ending conference tournament and/or conference tournament champion: one (1) month base salary.
  - ii. Participate in the NCAA Women's Basketball Championship: one (1) month base salary.
  - iii. Participate in the NCAA Women's Basketball Championship "Sweet 16": one (1) month base salary.
  - iv. Participate in the NCAA Women's Basketball Championship "Final Four": one (1) month base salary.

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<sup>5</sup> Please provide. On website

- v. Participate in the NCAA Women's Basketball Championship National Championship Game: two (2) months base salary.
  - vi. Win the NCAA Women's Basketball Championship: three (3) months base salary.
  - vii. Conference Coach of the Year: \$2,500
  - viii. WBCA or any national media National Coach of the Year: \$15,000
- B. Each year during the Term, the Assistant Women's Basketball Coaches are eligible for the following incentive bonus listed below:
- i. Participate in the NCAA Women's Basketball Championship: one (1) month base salary.
- C. In no event will any payment due and owing under this section be paid later than forty-five days (45) of being earned or achieved.

## **VII. OUTSIDE INCOME AND MEDIA RIGHTS**

- A. The COACH will be provided the opportunity to conduct summer basketball camps at the UNIVERSITY. COACH shall have complete authority over all aspects of basketball camps and said camps will not be the responsibility of the UNIVERSITY. The COACH shall abide by the rules and policies of the UNIVERSITY in the operation of basketball camps.
- B. The COACH will be responsible for appearing and participating, at reasonable times and intervals, in pre and post-game radio programs following each game that is broadcast and a minimum of twelve (12) weekly hour long call-in radio shows during the basketball season. As compensation for appearing on these programs, the COACH shall be paid, in addition to her annual base salary, the amount of Fifteen Thousand Dollars (\$15,000) per season and all subsequent years of the contract, payable not later than April 10 of each year, unless otherwise agreed in a writing signed by each of the parties.
- C. In accordance with UNIVERSITY policy and NCAA Bylaw 11.2.2, which may be amended from time to time and are incorporated herein by reference, the COACH shall report annually to the Director of Athletics all athletically-related income received by her from sources outside the UNIVERSITY.

## **VIII. AUTOMATIC TERMINATION UPON DEATH OR DISABILITY OF COACH**

- A. This Agreement shall terminate automatically if the COACH dies or becomes physically or

mentally disabled to such an extent that she is unable to perform satisfactorily all duties as described in Section II of this Agreement for a period of ninety (90) consecutive days. If this Agreement is terminated pursuant to this section, the UNIVERSITY shall be relieved of all liabilities and/or obligations under this Agreement following such termination, except that COACH or her estate will continue to receive the then existing base salary for ninety (90) days.

- B. If this Agreement is terminated pursuant to this section because of death, the COACH's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan then in force and due to the COACH as a UNIVERSITY employee.
- C. If this Agreement is terminated due to disability, the COACH shall be entitled to receive any disability benefits to which she is entitled under any long-term disability program in which he is enrolled through the UNIVERSITY.

#### **IX. TERMINATION BY UNIVERSITY FOR CAUSE**

- A. This Agreement may be terminated by the UNIVERSITY for "Cause," which shall mean the following:
  - 1. Failure to cure a material breach of the duties of the COACH as defined in section II of this Agreement after receiving written notification of such breach and a forty-five (45) day cure period has elapsed.
  - 2. Any major violation or any multiple, repeated or pattern of secondary violations by or in connection with, the Basketball Program of any NCAA, or conference in which the University is a member university, regulation or bylaw, where "multiple, repeated or pattern of secondary violations" means that the same bylaw (or applicable/related rule) is violated more than once in a 12 month period.
  - 3. Dishonesty of the COACH in connection with her duties and responsibilities hereunder, or of any of her assistant Coaches or staff in connection with their duties and responsibilities to the UNIVERSITY of which the COACH had reason to know and failed to report to the Director of Athletics or to the Associate Athletics Director-Compliance, should have known through exercise of reasonable diligence in the exercise of her duties under this Agreement and failed to report to the Director of Athletics or to the Associate Athletics Director-Compliance, or which the COACH condoned, of such a nature, in the case of such dishonesty of the COACH or any of her assistant Coaches or staff, which brings material discredit to the UNIVERSITY.
  - 4. Any misconduct of the COACH which involves a breach of law and/or may result in a substantial negative impact on the program or to the public image of the UNIVERSITY. The COACH shall conduct herself in a manner that supports the positive image of the Program and UNIVERSITY and will refrain from conduct that negatively impacts the reputation or image of the Program or UNIVERSITY, including, but not limited to violations of law (not including minor traffic offenses), misuse or abuse of controlled

substances and alcohol, or involvement in illegal gambling, or violations of the Virginia Conflict of Interest Statute.

5. Any of the following:

- Any knowing or willful violation by the COACH or COACH's assistant coaches or staff of any NCAA regulation or bylaw, any conference regulation or bylaw, or any material UNIVERSITY policy or procedure, which the COACH either knew about or reasonably should have known about and did not report to the Director of Athletics or to the Associate Athletics Director-Compliance.
- Any pattern (defined as two or more instances of violation of NCAA regulation, bylaw, conference regulation or bylaw or material UNIVERSITY policy or procedure of knowing or willful violations, as determined by the UNIVERSITY in its reasonable discretion, by the COACH or COACH's assistant coaches or staff of any NCAA regulation or bylaw, any conference regulation or bylaw, or any material UNIVERSITY policy or procedure, in each case with COACH's prior knowledge and consent, or of which COACH should have known and prevented.

B. In the event of a termination under this Section IX, the UNIVERSITY's sole obligation to the COACH shall be payment of her base salary, radio show compensation, incentive bonuses and all other compensation accrued to the date of such termination. The UNIVERSITY shall not be liable to the COACH for any collateral business opportunities or other benefits associated with the COACH's position as Head Women's Basketball Coach, or for any other types of consequential damages.

**X. TERMINATION BY THE UNIVERSITY WITHOUT CAUSE:  
LIQUIDATED DAMAGES**

The UNIVERSITY may terminate this Agreement without cause, in which case it shall pay the COACH or her estate in lieu of any and all other legal remedies or equitable relief an amount equal to fifty per cent (50 %) of her then-current base salary for the unexpired term of this Agreement as a one-time payment, payable within thirty (30) days following the date of termination. The UNIVERSITY shall not be liable to the COACH for any collateral business opportunities or other benefits associated with her position as Head Women's Basketball Coach, other than payment of her base salary, radio show compensation, incentive bonuses and all other compensation accrued to the date of such termination. The parties have bargained for this provision, giving consideration to the fact that this is an agreement for personal services, the termination of which by the UNIVERSITY prior to its natural expiration could cause the COACH to lose certain benefits or outside compensation relating to her employment at the UNIVERSITY, which damages are difficult to determine with certainty.



## **XI. TERMINATION BY THE COACH FOR CAUSE**

- A. The COACH may terminate this Agreement for "Cause", which shall include any of the following:
1. The UNIVERSITY's failure to cure a material breach of this Agreement after receiving written notification of such breach and a reasonable cure period has elapsed.
  2. The UNIVERSITY's failure to field a basketball program.
  3. The COACH's retirement.
- B. In the event the COACH terminates for Cause, her sole obligation to the UNIVERSITY shall be to provide written notice of the date on which this Agreement shall terminate. In the event of a termination under this Section XI, the UNIVERSITY's sole obligation to the COACH shall be payment of her base salary, radio show compensation, incentive bonuses and all other compensation accrued to the date of such termination;

## **XII. TERMINATION BY THE COACH WITHOUT CAUSE: LIQUIDATED DAMAGES**

The COACH may terminate this Agreement without Cause by giving written notice to the UNIVERSITY. In the event the COACH terminates this Agreement without cause the COACH shall pay the UNIVERSITY an amount equal to fifty percent (50%) of her then-current base salary for the unexpired term of this Agreement as a one-time payment, payable within thirty (30) days following the date of termination. In addition, if COACH terminates this Agreement and accepts another NCAA Division I Head Women's Basketball position, the COACH will use commercially reasonable efforts to schedule a home and home series with ODU within one year of accepting the new position. In the event of termination under this Section XII, the UNIVERSITY shall pay COACH her base salary, radio show compensation, incentive bonuses and all other compensation accrued to the date of such termination.

If this Agreement is terminated pursuant to this section, the actual damages suffered by the UNIVERSITY are difficult to determine. Yet, the UNIVERSITY should be compensated for its losses as nearly as possible. Since both parties recognize that the UNIVERSITY's damages are difficult to determine with exactness, the parties agree that the sum due the UNIVERSITY, as determined by the formula above stated, is reasonable and not out of proportion to its actual losses. This sum will be in lieu of the University's losses for such things as, by way of illustration; costs associated with recruiting, scouting, loss of gate receipts, and the like.

Moreover, the parties, recognizing the complex nature of an NCAA Division I athletic program, agree that the stipulated amount of damages is intended to compensate the University for the losses that arise from an unscheduled transition in such athletic program. The payment as provided above is not intended as a penalty. The parties agree that the payments set forth in this

section, while not an accurate measure of the UNIVERSITY's damages, are reasonable and appropriate compensation for the injury it would suffer by COACH's premature termination of this contract. COACH hereby waives any defense to the validity of this provision on the grounds that such damages are void as penalties or are not reasonably related to actual damage.

### **XIII. TERMINATION BY BOTH PARTIES**

This Agreement may be terminated at any time upon mutual agreement of both parties.

### **XIV. MERGER**

This Agreement constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement shall be binding upon the parties unless contained herein or set forth in the form of written amendment(s) to this Agreement, executed by both parties prior to becoming effective.

### **XV. INTERPRETATION AND APPLICABLE LAW; VENUE**

This Agreement is made under and shall be interpreted according to the laws of the Commonwealth of Virginia. Any rule to the effect that an agreement shall be construed against the party drafting it shall have no application to this Agreement. Any unresolved disputes involving the Agreement will be adjudicated in the federal or state courts of Virginia.

### **XVI. NOTICES**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail to her residence in the case of the COACH, or to the Director of Athletics' office in the case of the UNIVERSITY.

### **XVII. BENEFIT**

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the UNIVERSITY, its successors and assigns, and the COACH, her heirs, executors, administrators and legal representatives. Nothing herein shall be construed as a waiver of the UNIVERSITY's sovereign immunity.

[Remainder of Page Intentionally Left Blank.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**OLD DOMINION UNIVERSITY**

By: Candace Wood Self  
Title: 8/6/13

K. Barefoot

Karen Barefoot

Execution Date: 8/6/13